

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

LILLIE BELL BURNHAM TRUST

A REVOCABLE TRUST

FILED

12 APR 19 PM 3:26

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of Lillie Bell Burnham, a

(Name of Trust)

Florida

Trust hereby affirms in order to file or qualify

(State)

Lillie Bell Burnham Trust

, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 1109 11th Court, NE

Winter Haven, Florida 33881

3. The registered agent and street address in the State of Florida is:
Perry Burnham

1109 11th Court, NE; Winter Haven, Florida 33881

4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.



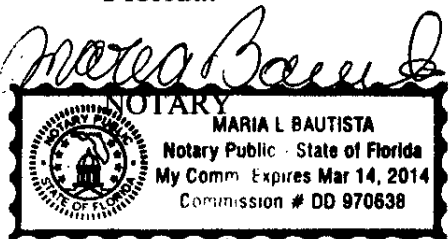
(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.

Perry Burnham

Name:

Chairman of the Board of Trustees



CR2E063(3/00)

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

REVOCABLE LIVING TRUST AGREEMENT
BETWEEN
LILLIE BELL BURNHAM
OF
WINTER HAVEN, FLORIDA, AS SETTLOR
AND
LILLIE BELL BURNHAM, AS TRUSTEE

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Upon the resignation, death or incapacity of the Trustee, the Successor Trustee of this Trust Agreement shall be **MICHAEL LEONARD**.

Incapacity of any person shall be evidenced by the written statement of two licensed physicians.

The term "Trustee" as used herein shall include the Successor Trustee and Alternate Successor Trustee.

Any document required to be signed by or on behalf of the Trust may be signed by LILLIE BELL BURNHAM, as Trustee.

NOTICE TO TRUSTEE pursuant to Florida Statute 737.115: The Trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

CONVEYANCE

Settlor desires to establish a trust of the property described in Schedule "A" attached hereto and made a part hereof. All such property and any others hereinafter added shall be known as the "Trust Fund".

Trustee acknowledges receipt of the Trust Fund and shall hold the same IN TRUST, nevertheless, under the following terms, conditions and provisions:

1. DISTRIBUTION.

A. During the lifetime of LILLIE BELL BURNHAM, the income and principal of the Trust shall be paid to LILLIE BELL BURNHAM in such amounts as she may from time to time request provided that there shall be at least one distribution of income per year. In the event of the incapacity of LILLIE BELL BURNHAM, her Successor Trustee is empowered to use so much of the principal and income of the Trust for the benefit of LILLIE BELL BURNHAM as he deems appropriate.

B. Distributions upon the death of LILLIE BELL BURNHAM, shall be as follows:

1. RESIDENCE: I reside at 855 Avenue R, N. E., Winter Haven, Florida 33880. I direct that my Successor Trustee shall determine which of my children will be entitled to reside at my residence and shall be entitled to use the contents after my death. When the first child so designated by my Successor Trustee has died, my Successor Trustee shall determine which of my surviving children shall be entitled to residence in the premises located at 855 Avenue R, N. E., Winter Haven, FL 33880. At such time as

all of my children are deceased, my Successor Trustee shall be entitled to either retain ownership of the premises and allow such of my grandchildren as he deems appropriate to reside in my residence or sell my residence and divide the proceeds among my lineal descendants in equal shares, per stirpes. My living children are: ZORA BELL BURNHAM, KATTIE DENMARK, RONALD DENMARK, PERRY BURNHAM and HENRY BURNHAM.

2. **DISTRIBUTION:** I direct that my Successor Trustee shall distribute the rest, residue and remainder of the principal and accrued income of this Trust to my children: ZORA BELL BURNHAM, KATTIE DENMARK, RONALD DENMARK, PERRY BURNHAM and HENRY BURNHAM, share and share alike, per stirpes.

2. **APPOINTMENT OF ALTERNATE SUCCESSOR TRUSTEE:** After the death of my children, my Successor Trustee may resign as Trustee of this Trust and appoint an alternate Successor Trustee provided, however, that any such appointment shall be by a written document signed by my Successor Trustee.

3. **SPENDTHRIFT CLAUSE.** The interest of any beneficiary in the principal or income of this trust shall not be subject to claims of his or her creditors, or others, or liable to attachment or execution or other process of law, and no beneficiary shall have the right to encumber,

hypothecate, or alienate his or her interest in this trust in any manner, except as provided for elsewhere herein. The Trustee may, however, deposit in any bank designated in writing by the beneficiary to his or her credit, income or principal to such beneficiary.

4. SALE OF ASSETS. My Successor Trustee shall not be required to sell any items of tangible personal property contained within the assets of this trust if, in the opinion of the Successor Trustee, any of said items will contribute to the care and wellbeing of the beneficiary. Said items shall remain a portion of this trust and may be used during the term of this trust.

5. TRUSTEE'S POWERS. In the administration of the trust, the Trustee, in addition to all other powers granted by law, shall have the following powers, all of which shall be exercised in a fiduciary capacity and primarily in the interests of the beneficiaries:

A. To retain and hold as proper investments, any stocks, bonds, securities, or other property of whatever nature, in which the whole or any portion of this trust may be invested, regardless of whether such property shall be a legal investment for trusts under Florida law.

B. To invest and reinvest the principal of the trust, in any type of property whatsoever, as the Trustee

shall deem reasonable, advisable, expedient, or proper, regardless of whether such property shall be a legal investment for trusts under Florida law.

C. To vote, in person or by proxy, all stocks or other securities held by it.

D. At such times and upon such terms and conditions as the Trustee shall deem proper, to exchange the securities of any corporation or company for other securities issued by the same or by another corporation or company.

E. To consent to the reorganization, consolidation, or merger of any corporation or company, or to the sale or lease of its property or any portion thereof to any person, corporation, or company, or to the sale or lease by any person, corporation, or company of his or its property or any portion thereof to such corporation or company, and upon such reorganization, consolidation, merger, sale or lease; to exchange the securities held by the Trustee for the securities issued in connection therewith.

F. To pay any and all assessments, subscriptions and other sums of money, as the Trustee may deem necessary or proper for the protection of its interest

as holder of any stocks, bonds or other securities of any corporation or company.

G. To exercise any option contained in any securities for the conversion of the same into other securities, or to take advantage of any right to subscribe for any additional shares, bonds or other securities, and to make any and all necessary payments therefor.

H. To execute and deliver all necessary assignments and conveyances required for the transfer of corporate stocks, bonds, and other securities, and all deeds of conveyance for real estate sold and disposed of, without any order of any court, thereby relieving the purchaser from all liability in regard to the proper application of the purchase price so paid to the Trustee.

I. To make distributions and divisions in cash or in kind, or partly in cash and partly in kind.

J. To compromise, adjust, arbitrate, sue on, or defend, abandon, or otherwise deal with and settle claims in favor of, or against, this trust, as the Trustee shall deem best, and its decision thereon shall be conclusive on all persons or entities.

K. To borrow money for such periods of time, from such persons or firms, including the Trustee herself/himself, and upon such terms and conditions as to

rates, maturities, renewals, and security that to the Trustee may seem advisable, and to pledge or mortgage such stocks, bonds, and other portions of the principal of this trust as may be required to secure such loans.

L. Without in any manner limiting the foregoing, to exercise with respect to all stocks, bonds or other investments held by the Trustee hereunder, all rights, powers, and privileges as are, or may be lawfully exercised by any person owning similar property in his own right.

M. Trustee is authorized to trade interest rate options, stock index options, sell covered options, purchase options, and options on margin. Trustee is authorized to trade commodities futures contracts, options on commodities futures contracts and all futures contracts of every kind and nature.

6. SETTLOR'S POWERS.

A. Settlor and/or any other person with Trustee's consent may add to the Trust Fund or to any share or portion thereof at any time or times, and all such property so added shall be held by Trustee as a part of the Trust Fund or as a part of the share or portion of the Trust Fund to which the same shall be directed to be added, subject to the terms of this Trust Agreement.

B. This Trust Agreement may be amended at any time during the lifetime of LILLIE BELL BURNHAM by written document signed by LILLIE BELL BURNHAM provided that LILLIE BELL BURNHAM is not incapacitated. This Trust shall become irrevocable upon the death or incapacity of LILLIE BELL BURNHAM except that the terms of the Trust may be amended by the Successor Trustee to such extent as may be necessary in the event this Trust should disqualify LILLIE BELL BURNHAM from receiving any Government benefits such as Medicaid or in the event it becomes necessary, in the opinion of the Successor Trustee to amend the terms of said Trust to comply with any laws or statutes of the State of Florida or the United States of America, which in the opinion of the Successor Trustee would adversely affect the Trust if not amended.

7. COMPENSATION AND INDEMNIFICATION OF SUCCESSOR TRUSTEE.

A. COMPENSATION: I direct that my Successor Trustee shall be compensated for his services in the administration of this Trust and the further Trust contained herein in such amounts that are customarily paid to Trustees of Trusts of a similar size which is domiciled in Polk County, Florida.

B. INDEMNIFICATION: I direct that my Successor Trustee shall be indemnified from the Trust assets in connection with any liability, claim, demand or damage which may be made or incurred by my Successor Trustee in connection with his duties as Successor Trustee. I release my Successor Trustee from any loss, claim, liability, demand or damage on his part for any act, error or omission occurred on his part in connection with or during the administration of this Trust.

C. ATTORNEY'S FEES: I direct that my Trust shall pay any attorney's fees, accounting fees or other professional fees or costs incurred by my Successor Trustee in connection with his administration with this Trust or in connection with the defense or prosecution of any legal action brought by or against my Successor Trustee either in his capacity as Successor Trustee or in connection with any act, error or omission which our Successor Trustee may make in connection with the administration of this Trust.

8. MISCELLANEOUS.

A. If this trust includes any policies of insurance, then upon receipt of proof of death of the insured, the Trustee shall use his best efforts to collect any and all sums payable by reason of the death of Settlor under the policies of life insurance then held hereunder,

and for that purpose Trustee is expressly empowered to execute and deliver valid receipts in complete discharge as to the insurance company or companies issuing said policy, to institute any suit or proceedings and do any and all other acts necessary for the purpose of collecting such sums; provided, however that Trustee shall not be under any duty to institute any suit. Trustee shall not have any responsibility for paying the insurance premiums on such policies of insurance or for taking physical possession of such policies of insurance during the lifetimes of Settlor.

B. Trustee shall pay the net income of any trust hereunder to the beneficiary to whom such income is directed to be paid at such times as shall be convenient to such beneficiary and agreed to by Trustee.

C. The Trustee shall not be required to give any bond or surety or make any reports or accountings to the courts. Trustee may resign by delivery of a written resignation to the Settlor or to any beneficiary of the trust and shall have the power to name a Successor Trustee to act in his or her place.

D. In the event a Trustee who has been determined to be incapacitated by written document signed by two licensed physicians is subsequently determined to have regained his capacity as evidenced by a written document

signed by two licensed physicians, then said Trustee may resume his or her position as Trustee of this trust and any Successor Trustee who may have taken over the administration of the trust shall execute any documents necessary to transfer management of the trust assets to said Trustee.

E. This is a Florida Trust and all of the terms and provisions hereof shall be interpreted according to the laws of the State of Florida.

F. Trustee accepts this trust and agrees to perform same in accordance with its terms and conditions.

Dated: _____, 2006.

Witnesses:

Carolyn L. Harmon
Jimmy K. Shweg
AS TO SETTLOR

Lillie Bell Burnham
LILLIE BELL BURNHAM

Carolyn L. Harmon
Jimmy K. Shweg
AS TO TRUSTEE

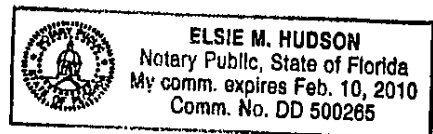
Lillie Bell Burnham
LILLIE BELL BURNHAM

FILED
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AUG 19 PM 3:27

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of September, 2006, by LILLIE BELL BURNHAM, as Settlor, who has produced a FLORIDA DRIVER'S LICENSE as identification.

Elsie M. Hudson (SEAL)

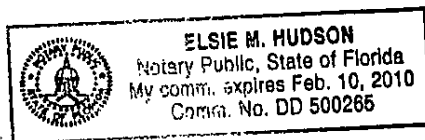


NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me
this 8th day of September 2006, by LILLIE BELL
BURNHAM, as Trustee, who has produced a FLORIDA DRIVER'S
LICENSE as identification.

Elsie M Hudson (SEAL)
NOTARY PUBLIC



SCHEDULE "A"
TO
REVOCABLE LIVING TRUST AGREEMENT
BETWEEN
LILLIE BELL BURNHAM
OF
HAINES CITY, FLORIDA, AS SETTLOR
AND
LILLIE BELL BURNHAM, AS TRUSTEE

All real and personal property belonging to Settlor which is or may in the future be titled in the name of the Trustee of this Trust in the Trustee's capacity as Trustee of this Trust.

**AMENDMENT TO
REVOCABLE LIVING TRUST AGREEMENT
BETWEEN
LILLIE BELL BURNHAM
OF
WINTER HAVEN, FLORIDA, AS SETTLOR
AND
LILLIE BELL BURNHAM, AS TRUSTEE**

This Amendment to the Revocable Living Trust Agreement is entered into by and between LILLIE BELL BURNHAM, hereinafter referred to as Settlor and LILLIE BELL BURNHAM, hereinafter referred to as Trustee.

W I T N E S S E T H:

WHEREAS, Settlor executed a Revocable Living Trust Agreement on September 8, 2006; and

WHEREAS, pursuant to the terms of said Trust Agreement, Settlor reserves the power and authority to modify and amend the Trust, and;

WHEREAS, Settlor desires to modify and amend the terms of said Trust,

NOW, THEREFORE, said Trust is amended as follows:

1. MICHAEL LEONARD is hereby deleted as the Successor Trustee of my Trust. Upon the resignation, death or incapacity of the Trustee, the Successor Trustee of this Trust shall be PERRY BURNHAM.

2. Paragraph 1B of my Trust is amended as follows:

The zip code to my residence is 33881. On line 4, page #3, the word "residue" should be "resides". The spelling of my

children's names are: ZORA BELL BURNHAM, KATIE DENMARK, ARNOLD DENMARK, HENRY DENMARK and PERRY BURNHAM. Page 13 is amended as to change HAINES CITY to WINTER HAVEN, FLORIDA.

3. Except as specifically modified herein, the original Trust Agreement dated September 8, 2006, shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto affix their hands and seals this 21st day of August, 2009.

Witnesses:

Misty Loder
Misty Loder

Lillie Bell Burnham
LILLIE BELL BURNHAM

Kathleen R. Price
Kathleen R. Price
AS TO SETTLOR

Misty Loder
Misty Loder

Lillie Bell Burnham
LILLIE BELL BURNHAM

Kathleen R. Price
Kathleen R. Price
AS TO TRUSTEE

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 21st day of August, 2009, by LILLIE BELL BURNHAM, as Settlor and Trustee, who has produced personally known as identification.

Carolyn L. Harmon
NOTARY PUBLIC Carolyn L. Harmon

